

101 Stewart Street, Suite 700 Seattle, Washington 98101 Telephone: (206) 621-1351 Facsimile: (206) 748-5061

## VIA ELECTRONIC COMMENT FILING SYSTEM

August 10, 2005

Marlene H. Dortch, Secretary Federal Communications Commission 445 12<sup>th</sup> Street SW Washington, DC 20554

Re: Subscriber Notification and Acknowledgement Status and Compliance Report

WC Docket Nos. 04-36 and 05-196

Dear Ms. Dortch:

As required under WC Docket No. 05-196, attached for filing with the FCC, please find a "Subscriber Notification and Acknowledgment Status and Compliance Report" completed by Northland Communications Corporation, on behalf of its affiliates and subsidiaries providing VoIP services.

Please direct any questions or correspondence to the undersigned at (206) 621-1351 or via email (paul@northlandco.com).

Sincerely,

Paul Milan Senior Counsel

cc(via email): Byron McCoy (byron.mccoy@fcc.gov)

**Telecommunications Consumer Division** 

Enforcement Bureau, Federal Communications Commission

Kathy Berthot, Deputy Chief (<u>kathy.berthot@fcc.gov</u>)

Spectrum Enforcement Division

Enforcement Bureau, Federal Communications Commission

Janice Myles (janice.myles@fcc.gov)

Competition Policy Division

Wireline Competition Bureau, Federal Communications Commission

Best Copy and Printing, Inc. (fcc@bcpiweb.com)

Gary S. Jones (gary@northlandco.com)

Richard J. Dyste (jack@northlandco.com)

# SUBSCRIBER NOTIFICATION AND ACKNOWLEDGEMENT STATUS AND COMPLIANCE REPORT

FCC WC Docket No. 05-196

Detailed description of all actions the provider has taken to specifically advise every subscriber, prominently and in plain language, of the circumstances under which E911 service may not be available through the interconnected VoIP service and/or may be in some way limited by comparison to traditional E911 service. This information should include, but is not limited to, relevant dates and methods of contact with subscribers.

It has been Northland's procedure, from the commencement of the offering of its services, to provide subscribers, at the time of their request for VoIP service, a Subscriber Agreement which contains a description of traditional 911, Enhanced 911 (E911) and Northland's 911-type dialing services. (A sample form of Northland's Subscriber Agreement is attached hereto as Exhibit A.)

Northland's Subscriber Agreement for telephony services covers such issues as:

- Service outage, power failure or other possible disruptions;
- Broadband outages or suspension, congestion and stability of connection and drops;
- Configuration and activation requirements and limitations;
- Need for accurate service address, local number portability, automated number identification, automated location identification, misroutes of 911 calls;
- Technology compatibility issues (on the part of 911 service providers), use of TDD or TTY devices; and
- Recommendation for alternate 911 arrangements.

Prior to service activation, subscribers are required to complete and sign Northland's form of Service Agreement. Further, each cable telephony device has affixed to it at the time of delivery a sticker warning the subscriber of certain limits to VoIP 911 services.

On August 10, 2005, Northland sent to each of its telephony subscribers, via U.S. Mail, the below Subscriber Notice, advising each subscriber of the features of Northland's 911 services and instances where 911 services may not be available.

August 10, 2005

Dear Valued Northland Customer:

The FCC has mandated that we confirm that all Northland customers have a clear understanding about our current 911 dialing feature and future enhancements. In response to a recently announced FCC 911 ruling, Northland is required to ensure that you acknowledge your understanding of our 911 dialing feature as explained below. To ensure uninterrupted service, please read, complete, sign and return the enclosed Subscriber Agreement on or before August 19, 2005. A self-addressed stamped envelope is enclosed for your convenience. The Subscriber Agreement details the features of Northland's 911 services.

Northland has also enclosed stickers to place on or near your telephone and the device delivered with your telephone services. Please contact us if you would like more stickers for other telephones in your home. As a basic home safety procedure, we recommend that you write down your appropriate local emergency telephone numbers and educate your family members and those who might use your telephone on how to use these telephone numbers in the event of an emergency.

Please be assured that all of Northland systems currently offering phone service do provide Enhanced 911 (E911) services, giving us the capability to deliver your location and callback telephone number automatically to local 911 emergency services personnel. However, E911 services will only properly identify your actual location if the cable telephone device is located at the home address associated with your telephone number. If the cable telephone devise is moved, when the center receives your call, the call taker may not have your correct physical address or telephone number. It is incumbent on you to provide this information at the time of your call. Also, some local emergency response centers may decide not to have their general telephone numbers manned by live operators 24 hour a day. If Northland learns that this is the case, Northland will send your call instead to an alternate emergency calling center and a trained agent will contact an emergency center nearest you to dispatch help.

If at any time you would like to update your physical address, you may do so by simply going to Northland's website (www.northlandcabletv.com/E911/) and clicking on the "E911" link. You may also update your physical address by calling your local Northland office and a customer service representative will be happy to assist you.

Also, please be advised that Northland's 911 dialing service will not function in the event of a broadband or power outage or if your broadband, ISP or Northland service is suspended or terminated. As noted above if you move your cable telephone device you must reactivate 911 dialing with your new address. And, if you add an additional telephone line to your account you will need to activate 911 dialing for that line as well. You will not be able to reach the emergency dispatch center until we confirm that your location has been registered or updated. Please note that this process can take several hours or longer. Additional details regarding Northland's 911 services are set forth on the enclosed Subscriber Agreement.

Please remember that you can easily update or change your address at www.northlandcablety.com or by calling your local Northland office.

Sincerely, Northland Customer Care

Also enclosed in the mailing of the above letter, were additional stickers for use in other locations within the subscriber's home. Northland required each subscriber to reaffirm their understanding of the features and limits described in Northland's revised Subscriber Agreement by completing and returning the form, affirming their physical address. Included in each letter was a self-addressed, stamped envelope for return of the signed Subscriber Agreement. The Subscriber Notice requires a subscriber response on or before August 19, 2005.

On August 20, 2005, Northland will contact any subscriber, either via telephone or in person, who has either not signed the initial Subscriber Agreement or the Subscriber Agreement contained with the Subscriber Notice and obtain their acknowledgment of the features and limits of Northland's 911 services.

Quantification of how many of the provider's subscribers, on a percentage basis, have submitted an affirmative acknowledgment, of the date of the report, and an estimation of the percentage of subscribers from whom they do not expect to receive and acknowledgment by August 29, 2005.

As of August 10, 2005, approximately 85% of the user's of Northland's VoIP services have signed a Subscriber acknowledgment. Northland is unable to estimate the anticipated percentage compliance for August 29, 2005.

Detailed description of whether and how the provider has distributed to all subscribers warning stickers or other appropriate labels warning subscribers if E911 service may be limited or not available and instructing the subscriber to place them on and/or near the customer premises equipment used in connection with the interconnected VoIP service. This information should include, but is not limited to, relevant dates and methods of contact with subscribers.

All new subscribers are sent warning stickers with the cable telephony device. At Northland's initial roll-out of service, stickers were not initially available and were not included with the first 100 cable telephony devices. All of these initial subscribers have since been sent stickers as of August 10, 2005.

Quantification of how many subscribers, on a percentage basis, to whom provider did not send the advisory described in the first bullet above and/or to whom the provider did not send warning stickers or other appropriate labels as identified in the bullet immediately above.

As of August 10, 2005 all subscribers have been sent the advisory described in first bullet and all subscribers have been sent warning stickers described in the bullet immediately above.

Detailed description of any and all actions the provider plan on taking toward any of its subscribers that do not affirmatively acknowledge having received and understood the advisory, including, but not limited to, disconnecting the subscriber's VoIP services with the provider no later than August 30, 2005.

Any subscriber not signing the Subscriber Agreement acknowledging the features and limits of Northland's 911 services on or before August 30, 2005 will have services suspended pending receipt of the signed acknowledgment.

Detailed description of how the provider is currently maintaining any acknowledgments received from its subscribers.

Northland's local offices maintain a separate telephony service file for each customer, filed alphabetically under Telephony Subscribers.

The name, title, address, phone number and email address of the person(s) responsible for the Company's compliance efforts with the VoIP E911 Order.

Richard J. Dyste, Senior Vice President – Technical Services Northland Communications Corporation 101 Stewart Street, Suite 700 Seattle, Washington 98101 (206) 621-1351 jack@northlandco.com

# **EXHIBIT A**

#### NORTHLAND CABLE TELEVISION TELEPHONY ADDENDUM -- SUBSCRIBER NOTICE

Customer Name:	Date:	Acct. #:
Billing Address:	City:	Zip:
Street Address:	City:	Zip:
Phone #: Soc. Sec. #:		
Service: Telephony Services: [] Send email confirming 911 Registration to:		
Customer Signature:  By signing above, I acknowledge I have read, understand and agree to abide by all terms and conditions of this Telephony Services Subscriber Notice (the "Notice"), as amended from time to time.		

Northland reserves the right to change its terms and conditions of Service under this Notice from time to time as it deems necessary. If you find any amendments to Northland's terms and conditions unacceptable, you may cancel your Service, subject to any early termination fees, if any, that may be applicable. Your continued receipt of Service shall be your acceptance of these terms and conditions and any amendments thereto. Except to the extent inconsistent with the below terms, all definitions, terms and conditions of the Northland Cable Television and Internet Services - Subscriber Notice (the "Agreement") are incorporated as if set forth in full herein.

Residential Use of Service and Device. If you have subscribed to Northland's residential services, the Service and any device are provided to you as a residential user, for your personal, residential, non-business and non-professional use. This means that you are not using them for any commercial or governmental activities, profit-making or non-profit, including but not limited to home office, business, sales, telecommuting, telemarketing (including without limitation charitable or political solicitation or polling), autodialing, continuous or extensive call forwarding, fax broadcast, fax blasting or any other activity that would be inconsistent with normal residential usage patterns. This also means that you are not to resell or transfer the Service or the device to any other person for any purpose, or make any charge for the use of the Service, without express written permission from Northland in advance. You agree that your use of the Service and/or device, or the use of the Service and/or device provided to you by any other person for any commercial or governmental purpose will obligate you to pay Northland's higher rates for commercial service on account of all periods, including past periods, in which you use, or used, the Service for commercial or governmental purposes. Northland reserves the right to immediately terminate or modify the Service, if Northland determines, in its sole discretion, that Customer's Service is being used for non-residential or commercial use.

## Business Use of Service and Device - Prohibition on Resale

If you have subscribed to Northland's business services, the Service and device are provided to you as a business user. This means that you are not to resell or transfer the service or device to any other person for any purpose, without express written permission from Northland in advance. You agree that the Northland business plans do not confer the right to use the service for auto-dialing, continuous or extensive call forwarding, telemarketing (including without limitation charitable or political solicitation or polling), fax broadcasting or fax blasting. Northland reserves the right to immediately terminate or modify the Service, if Northland determines, in its sole discretion, that Customer's Service is being used for any of the aforementioned activities.

<u>Prohibited Uses.</u> You agree to use the Service and device only for lawful purposes. This means that you agree not to use them for

transmitting or receiving any communication or material of any kind when in Northland's sole judgment the transmission, receipt or possession of such communication or material (i) would constitute a criminal offense, give rise to a civil liability, or otherwise violate any applicable local, state, national or international law or (ii) encourages conduct that would constitute a criminal offense, give rise to a civil liability, or otherwise violate any applicable local, state, national or international law. Northland reserves the right to terminate your service immediately and without advance notice if Northland, in its sole discretion, believes that you have violated the above restrictions, leaving you responsible for the full month's charges to the end of the current term, including without limitation unbilled charges, plus a disconnect fee, all of which immediately become due and payable and may at Northland's discretion be immediately charged to your credit card. You are liable for any and all use of the Service and/or device by yourself and by any person making use of the Service or device provided to you and agree to indemnify and hold harmless Northland against any and all liability for any such use. If Northland, in its sole discretion believes that you have violated the above restrictions, Northland may forward the objectionable material, as well as your communications with Northland and your personally identifiable information to the appropriate authorities for investigation and prosecution and you hereby consent to such forwarding.

<u>Use of Service and Device by Customers Outside the United States.</u> Northland does not presently authorize the use of the Service outside of the United States. Northland makes no warranty express or implied regarding the performance or function of the device if you attempt to use the service outside of the United States.

EMERGENCY SERVICES (911 CALLS) You acknowledge and understand that the Northland Service does NOT support traditional 911 or Enhanced 911 (E911) access to emergency services. You further acknowledge and understand that neither Northland nor its underlying third party providers have any duty to offer emergency services or access to 911. Customer agrees and understands that Northland does not hold itself out as providing emergency 911 service as a replacement to the traditional local wireline 911 services offered over the public switched telecommunications network and wireless 911 services in your local service area.

Northland's limited 911-type service is available only on Northland devices and with Northland Services as described herein. You acknowledge and understand that Northland's 911-type dialing requires you to take affirmative steps to activate and properly install the Northland device and to ensure that the information you provide to Northland is accurate, and that Northland's 911-type service is NOT the same as the 911 emergency services you may receive from traditional landline or wireless service providers, that such 911-type dialing capabilities and that such 911-type dialing is different in many

significant ways (some, but not necessarily all, of which are described in this Agreement) from traditional 911 service.

You agree to inform any household residents, guests and any other persons who may be present at the physical location where you utilize the Service of the non-availability of traditional 911 and E911 dialing from your Northland Service and device(s). You further agree to inform any household residents, guests and any other persons who may be present at the physical location where you utilize the Service as to the differences and limitations of Northland's 911-type dialing service as compared with traditional 911 or E911 dialing that are set forth in this Agreement and your User Manual.

Description of Northland's 911-Type Service. In order to make our services more convenient, Northland does not require separate activation for your 911-type dialing. Northland's 911-type dialing capability is included with your Northland Service and is available once you properly connect your Northland device and receive a dial-tone. Northland's limited 911-type dialing service is only available within Northland's service areas. You acknowledge and understand that neither Northland nor its third party service providers shall have any responsibility to or liability for provision of the Service and 911-type access if the device is moved outside of your Service Address. Additionally, even if you do not move your device, Northland cannot guarantee the reliability of the 911-type dialing features offered with your Service.

When you dial 9-1-1 using your Northland approved device and Service, your call is generally routed from the Northland network to third party providers who route the emergency call to the Public Safety Answering Point (PSAP) or local emergency service personnel associated with your telephone number. Each PSAP serves a designated geographic area. When you sign up for Northland Service, your telephone number will correspond to your Service Address. Your Service Address is the physical address where you receive your primary cable television and cable modem service from Northland. Your Service Address may or may not be the same as your billing address where you may choose to receive your Northland bill. You acknowledge and understand that it is your responsibility to provide Northland with the proper Service Address. Northland and its third party provider(s) hereby disclaim any and all liability and responsibility in the event that you provide an incorrect Service Address to Northland.

When you dial 9-1-1 from a Northland device using a Northland Service, you acknowledge and understand that Northland and/or its underlying service providers will endeavor to route your call to the general PSAP or local emergency service provider or local emergency service provider (which may not be answered outside business hours) assigned to your telephone number. You acknowledge and understand that you may not be routed to the same 911 dispatcher(s) who are specifically designated to receive incoming 911 calls using traditional 911 dialing. Northland relies on third parties for the forwarding of information underlying such routing, and accordingly Northland and its third party provider(s) hereby disclaim any and all liability or responsibility in the event such information or routing is incorrect.

As described herein, this 911-type dialing currently is NOT the same as traditional 911 or E911 dialing, and at this time, does not necessarily include all of the capabilities of traditional 911 and E911 dialing. Neither Northland nor its underlying service providers nor their officers or employees may be held liable for any claim, damage, or loss, and you hereby waive any and all such claims or causes of action arising from or relating to Northland's 911-type dialing and services unless it is proven that the act or omission proximately causing the claim, damage, or loss constitutes gross negligence, or intentional misconduct on the part of Northland or its underlying service providers. You agree to indemnify and hold harmless Northland and its third party provider(s) from any claim or action arising out of misroutes of 911 calls, including but not limited to your failure to follow correct dialing or use procedures for 911 calling or use of your Northland device or your provision to Northland of incorrect information in connection therewith.

<u>Service Outage, Power Failure or Disruption.</u> You acknowledge and understand that 911 dialing will not function in the event of a power

failure or disruption. Should there be an interruption in the power supply for any reason whatsoever, the Service and 911 dialing will not function unless and until power is fully restored. A power failure or disruption may require the Customer to reset or reconfigure the Northland device or other Northland equipment at the Customer premises prior to utilizing the Service or 911 dialing.

Broadband Service/Internet Service Provider Outage or Termination/Suspension or Termination by Northland. You acknowledge and understand that service outages or suspension or termination of service by your broadband provider or any other broadband provider supplying the broadband service to which you connect your Northland device, and/or ISP or by Northland will prevent ALL Service including 911 dialing. You further acknowledge and understand that service outages due to suspension of your account as a result of billing issues, your breach of your service Terms and Conditions, or for any other reason, will prevent ALL Service, including 911 dialing. You acknowledge and understand that if there is a service outage for ANY reason, such outage will prevent ALL Service, including 911 dialing. Such outages may occur for a variety of reasons, including, but not limited to those reasons described elsewhere in this Agreement.

Limitation of Liability and Indemnification Regarding 911 Emergency Services. You acknowledge and understand that Northland's liability is limited for any Service outage and/or inability to dial 911 from your line or to access emergency service personnel, as set forth in this Addendum. You agree to defend, indemnify, and hold harmless Northland, its officers, directors, employees, affiliates and agents and any other service provider who furnishes services to you in connection with this Addendum or the Service, from any and all claims, losses, damages, fines, penalties, costs and expenses (including, without limitation, attorney's fees) by, or on behalf of, you or any third party or user of your Northland Service relating to the absence, failure or outage of the Service, including 911 dialing and/or inability of you or any third person or party or user of your Northland Service to be able to dial 911, to access emergency service personnel, to access the correct PSAP associated with your telephone number, or to correctly route an emergency call if you move your Northland device outside of your Service Address.

Use of TDD or TTY devices. Although current developments in Internet Protocol technologies provide reliable transfer of voice and data over broadband connections such as cable lines, the nature of the technologies may not be fully compatible with the existing 911 systems currently in place in your area of service. Additionally, VOIP 911 services may not be fully compatible with all types of TDD or TTY devices for the hearing impaired and that where such devices are used to make calls, you agree and acknowledge that neither Northland nor Northland's third party providers, hold themselves out as providing or enabling Northland to provide emergency services compatible with any TDD/TTY devices. You further acknowledge that Northland has apprised you of any and all risks associated with your use of Northland's 911-type Northland service and that NOT recommend that you use the Northland 911 service as your sole and primary means of reaching a 911 operator in case of an emergency. You expressly acknowledge that, in the event of a power outage or other service-affecting scenario, (A) neither Northland nor any of its affiliates, subsidiaries, parent companies, agents, network service providers, partners or employees are liable for the availability of 911 service from your Northland device and (B) neither Northland nor any of its affiliates, subsidiaries, parent companies, agents, network service providers, partners or employees are liable for the availability of the 911 service from you Northland device and Northland Service.

<u>Dialing Requires Activation</u>. You are required to provide an accurate Service Address and other information to Northland upon purchasing the Northland Service. You must connect the Northland device as described in the User Manual in order for the Northland Service to function properly. You acknowledge and understand that 911 dialing does not function unless you have successfully configured and connected your

Northland device and Service and provided accurate and updated information. You acknowledge and understand that you cannot dial 911 from this line unless and until you have confirmation that your Northland device is operational as described in your User Manual.

Failure to Designate the Correct Service Address When Activating 911 Dialing or Moving Your Device. Failure to provide your current, updated and correct Service Address and location of your Northland equipment will result in any 911 call you make being misrouted to the incorrect local emergency service provider. Northland's Service is intended to function from your Service Address which MUST correspond to the physical address where you receive your primary Northland Cable service and where your Northland device is physically located. If you have more than one Northland device at your Service Address and each device has a different number, you must make sure that the Service Address corresponds to each number where your Northland device is physically located. If you move your device to a location other than your primary Service Address, you may not be able to place emergency calls or your calls could be misrouted to the incorrect PSAP or incorrect emergency service personnel. Northland does NOT recommend that you dial emergency access services if you move your device.

Possibility of Network Congestion and/or Reduced Speed for Routing or Answering 911. Due to the technical constraints of Northland's 911type dialing feature at this time, you acknowledge and understand that there is a greater possibility of network congestion and/or reduced speed in the routing of a 911 communication made utilizing your Northland device and equipment as compared to traditional 911 dialing over traditional public telephone networks. You acknowledge and understand that 911 dialing from your Northland equipment will be routed to the general telephone number for the local emergency service provider (which may not be answered outside business hours), and will not be routed to the 911 dispatcher(s) who are specifically designated to receive incoming 911 calls at such local provider's facilities when such calls are routed using traditional 911 dialing. You acknowledge and accept that Northland relies on third parties for the forwarding of information underlying such routing, and accordingly Northland and its third party provider(s) disclaim any and all liability or responsibility in the event such information or routing is incorrect. Northland, its third party providers, and their respective officers or employees, will not be held liable for any claim, damage, or loss, and you hereby waive any and all such claims or causes of action, arising from or relating to 911 dialing unless it is proven that the act or omission proximately causing the claim, damage, or loss constitutes gross negligence, or intentional misconduct on the part of Northland.

Automated Number Identification. At this time in the technical development of Northland's 911-type dialing, it may or may not be possible for the PSAP and the local emergency personnel to identify your phone number when you dial 911. Although Northland's system is configured to send the automated number identification information in most instances, there are several telephone and Internet telephony companies, other than Northland, that may be involved in routing your call to emergency personnel and PSAPs. The emergency response systems and the PSAPs themselves must be able to receive the information and pass it along properly. Existing emergency response systems and PSAPs are not yet always technically capable of receiving and/or passing routing information properly.

You acknowledge and understand that PSAP and emergency personnel may or may not be able to identify your phone number in order to call you back if the call is unable to be completed, is dropped or disconnected, or if you are unable to speak to tell them your phone number and/or if the Service is not operational for any reason, including without limitation those listed elsewhere in this Addendum.

Additionally, THE PSAP OR LOCAL EMERGENCY SERVICE DISPATCHER RECEIVING YOUR 911 CALLS MAY NOT BE ABLE TO CAPTURE AND/OR RETAIN AUTOMATIC NUMBER OR LOCATION INFORMATION. THIS MEANS THAT THE DISPATCHER MAY NOT KNOW THE PHONE NUMBER OR

PHYSICAL LOCATION OF THE PERSON WHO IS MAKING THE 911 CALL.

<u>Automated Location Identification.</u> At this time in the technical development of Northland's 911-type dialing, it is not always possible to transmit identification of your Service Address or the physical location of your Northland device if the device is located at a location that is different than your Service Address.

IF YOU DIAL 911 USING NORTHLAND'S SERVICE, YOU MUST IMMEDIATELY TELL THE DISPATCHER YOUR LOCATION (OR THE LOCATION OF THE EMERGENCY, IF DIFFERENT). YOU MUST ALSO NOT DISCONNECT THE LINE, AS THE DISPATCHER MAY NOT HAVE A PHONE NUMBER TO USE TO CALL YOU BACK AND YOU MAY BE REQUIRED TO REDIAL THE 911 CALL. IF YOU ARE UNABLE TO SPEAK AND DESCRIBE YOUR LOCATION ACCURATELY, THE EMERGENCY DISPATCHER MAY NOT BE ABLE TO LOCATE YOU OR DISPATCH EMERGENCY PERSONNEL TO THE CORRECT LOCATION. You acknowledge and understand that you any/or anyone using your Northland service will need to state the nature of the emergency promptly and clearly, including your location, as PSAP and emergency personnel will NOT have this information. acknowledge and understand that PSAP and emergency personnel will not be able to find your location if the call is unable to be completed, is dropped or disconnected, if you are unable to speak to tell them your location and/or if the Service is not operational for any reason, including without limitation those listed elsewhere in this Agreement.

<u>Alternative 911 Arrangements.</u> You acknowledge that Northland does not offer primary line or lifeline services. You should always have an alternative means of accessing traditional emergency services such as 911 or E911.

Home Security Systems and Other Non-Voice Communications Equipment. By agreeing to Northland's Service Terms and Conditions you hereby waive any claim against Northland and Northland's third party providers in connection with your Northland Service and device, for interference with or disruption of such home security systems and any and all other communications or electronic equipment due to your Northland Services and device.

Local Number Portability. In the event you are not utilizing a new phone number for your Northland Service, but rather are transferring an existing phone number in accord with Northland's Local Number Portability requirements, the terms and conditions of this paragraph shall apply: (1) you agree and acknowledge that if you set up your Northland device prior to the date that the number port becomes effective ("Port Effective Date"), you will be able to make outgoing calls only over your Northland device. In such event, Northland strongly recommends that you keep another phone at your Service location to receive incoming calls until the Port Effective Date, after which you will be able to both make and receive calls using the Northland Service; and (2) you agree and acknowledge that if your device is not yet activated as of the Port Effective Date, your existing phone service for the number you are transferring will be disconnected and you will have no service for that line. Therefore, to avoid an interruption in your phone service, it is extremely important that you properly install your Northland device prior to, or on, the Port Effective Date. An estimate of the Port Effective Date will be provided to you by Northland via mail, phone or email following your completion of the ordering process.